

CONTRACT #3
RFS # 339.08-003
FA-06-16411-05

**Department of Mental Health
& Developmental Disabilities**

VENDOR:
**First Hospital Corporation of
Chattanooga**



STATE OF TENNESSEE
DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES
MENTAL HEALTH SERVICES
Cordell Hull Building - 3rd Floor
425 5th Avenue North
Nashville, TN 37243

RECEIVED

JAN 25 2008

FISCAL REVIEW

To: Whom It May Concern

From: Jeff Feix, Ph.D. *JF*
Director, Office of Forensic Services

Date: January 24, 2008

RE: Proposed Non Competitive Contract Amendment - First Hospital
Corporation of Chattanooga- Contract No. FA-06-16411-05 – Inpatient
Juvenile Court Ordered Evaluations

The original contract for these services was issued through the Request for Purchase process with a start date of July 1, 2005. The contract has been renewed by Amendment each year to extend the term and add additional funding. Because we wish to make a change to the Scope of Services, we are seeking approval of this non competitive amendment request. Approval of this request will allow for increased flexibility in fulfilling the State's responsibility to provide forensic mental health evaluations of juveniles on an inpatient basis in response to court orders.

Specifically, item A.3.a. of the Scope of Services of the contract with First Hospital Corporation indicates that the contractor, **"upon order from the Juvenile Courts of Bedford, Bledsoe, Bradley, Cannon, Coffee, DeKalb, Franklin, Giles, Grundy, Hamilton, Lawrence, Lincoln, Marion, Marshall, Maury, Moore, Rutherford, Sequatchie, VanBuren, Warren, Wayne, White, and Williamson Counties, must provide comprehensive evaluations under Tennessee law"** This has been interpreted to mean that the First Hospital Corporation will provide evaluations for courts from those counties *and those counties only*.

There are three main circumstances which require diversion of an inpatient juvenile evaluation from the "primary" provider for that county to some other provider:

- 1) limited bedspace at the primary provider and a court-ordered deadline for the evaluation requiring immediate admission;
- 2) receipt of a court order for the inpatient evaluation of the family member of a staff member of the primary provider (a rare occurrence, but even one occurrence would be a direct conflict of interest);

- 3) receipt of court orders to evaluate two or more co-defendants charged with participating in the same criminal offense, necessitating the admission of each co-defendant to a separate facility (this is a more common occurrence and an ongoing source of conflicts of interest).

In consultation with the forensic coordinator of the First Hospital and the Office of Legal Counsel in the TDMHDD, I am requesting that item A.3.a. of the Scope of Services be amended to include the language that evaluations from these counties **"may be conducted by an alternate provider in the case of conflict of interest or other special considerations with the prior approval of the TDMHDD, and that this Contractor may provide comprehensive evaluations upon orders from Juvenile Courts of counties other than those designated with prior approval from the TDMHDD."**

The providers would contact the Office of Forensic Services in the TDMHDD when they received an order or orders from their usual courts which placed them in a conflict of interest, or when other considerations (such as bedspace limitations) could place the TDMHDD in jeopardy with the court which issued the order. Decisions on diversion would be made by the Office of Forensic Services in consultation with the forensic coordinators of the providers involved, a process which is common practice with providers for other types of service.

Please do not hesitate to contact me with any further questions.

REQUEST: NON-COMPETITIVE AMENDMENT

RECEIVED

APPROVED

JAN 22 2008

FISCAL REVIEW

Commissioner of Finance & Administration

Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #	339.08-003	
2) State Agency Name :	Department of Mental Health and Developmental Disabilities	
EXISTING CONTRACT INFORMATION		
3) Service Caption :	Forensics-Inpatient juvenile court-ordered evaluations	
4) Contractor :	First Hospital Corporation of Chattanooga	
5) Contract #	FA-06-16411-05	
6) Contract Start Date :	1-July-2005	
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	30-June-2008	
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	3,689,000	
PROPOSED AMENDMENT INFORMATION		
9) <u>Proposed</u> Amendment #	06	
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)	1-July-2008	
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	30-June-2009	
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	4,202,000	
13) Approval Criteria : (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :		
Amend the Scope of Services item A.3.a. to indicate that evaluations from these counties may be conducted by an alternate provider in the case of conflict of interest or other special considerations with the prior approval of the TDMHDD, and that this Contractor may provide comprehensive evaluations upon orders from Juvenile Courts of counties other than those designated with prior approval from the TDMHDD.		

15) Explanation of Need for the Proposed Amendment :

On rare occasions a single Juvenile Court will order evaluations on co-defendants charged with the same offense, and in such situations it is sometimes best for the evaluations to be conducted at different locations to assure independence and prevent witness tampering. On other occasions, the Contractor may receive an order from one of the designated counties to conduct an evaluation on a person with whom the Contractor has a prior and conflicting relationship (e.g. family member of an employee). The amendment would allow for TDMHDD to ask this Contractor to conduct an evaluation on an order from a court outside its usual area, and would also allow TDMHDD to re-direct an evaluation from this area to another provider to avoid these conflicts. These occasions are rare enough that there would be no significant overall effect on the funding amount for the contract, but important enough that TDMHDD needs the flexibility offered by this amendment.

16) Name & Address of Contractor's Current Principal Owner(s) :

(not required if proposed contractor is a state education institution)

First Hospital Corporation 804 Youngs Lane, Nashville, TN 37207-4828

17) Documentation of Office for Information Resources Endorsement :

(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

18) Documentation of Department of Personnel Endorsement :

(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

19) Documentation of State Architect Endorsement :

(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

The procuring agency already has established competitive alternatives in neighboring jurisdictions. The proposed amendment takes advantage of existing contracts with neighboring agencies to minimize additional administrative and travel costs.

21) Justification for the Proposed Non-Competitive Amendment :

The proposed amendment enhances TDMHDD's ability to provide quality forensic mental health evaluations to the courts within the existing contractual and budgetary framework: evaluations that would be done anyway will simply be done in a different location.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



Agency Head Signature

1/15/08

Date

CONTRACT SUMMARY SHEET

121107

RFS #				Contract #			
339.08-003-09				FA-06-16411-			
State Agency				State Agency Division			
Department of Mental Health and Developmental Disabilities				Division of Policy and Legislation			
Contractor Name				Contractor ID # (FEIN or SSN)			
First Hospital Corporation of Chattanooga				<input type="checkbox"/> C- or <input checked="" type="checkbox"/> x <input type="checkbox"/> V- 62-1575325-00			
Service Description							
Forensic for inpatient juvenile court orderedf evaluations							
Contract BEGIN Date		Contract END Date		Subrecipient or Vendor?		CFDA #	
1-Jul-05		30-Jun-09		Vendor		N/A	
Mark Each TRUE Statement							
<input type="checkbox"/> x				<input checked="" type="checkbox"/> x Contractor's Form W-9 is on file in Accounts			
Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code		
339.08	00129	134734	11	N/A	N/A		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount		
2006	\$ 1,063,000.00				\$ 1,063,000.00		
2007	\$ 1,313,000.00				\$ 1,313,000.00		
2008	\$ 1,313,000.00				\$ 1,313,000.00		
2009	\$ 513,000.00				\$ 513,000.00		
					\$ -		
					\$ -		
TOTAL	\$ 4,202,000.00	\$ -	\$ -	\$ -	\$ 4,202,000.00		
— COMPLETE FOR AMENDMENTS ONLY —				State Agency Fiscal Contact & Telephone #			
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Gene Wood, 615-532-6676				
2006	\$ 1,063,000.00		State Agency Budget Officer Approval				
2007	\$ 1,313,000.00		Funding Certification (certification required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)				
2008	\$ 1,313,000.00						
2009		\$ 513,000.00					
TOTAL	\$ 3,689,000.00	\$ 513,000.00					
End Date	30-Jun-08	30-Jun-09					
Contractor Ownership (complete for ALL base contracts — N/A to amendments or delegated authorities)							
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government			
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> NOT Minority/Disadvantaged				
Contractor Selection Method (complete for ALL base contracts — N/A to amendments or delegated authorities)							
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation*		<input type="checkbox"/> Alternative Competitive Method*				
<input type="checkbox"/> Non-Competitive Negotiation*	<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)						
Procurement Process Summary (complete for Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)							

**AMENDMENT SIX
TO FA-06-16411-00**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Mental Health and Developmental Disabilities, hereinafter referred to as the "State" and First Hospital Corporation of Chattanooga, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section A.3.a. is deleted in its entirety and replaced with the following:

A.3.a.. The Contractor, upon order from the Juvenile Courts of Bedford, Bledsoe, Bradley, Cannon, Coffee, DeKalb, Franklin, Giles, Grundy, Hamilton, Lawrence, Lincoln, Marion, Marshall, Maury, Moore, Rutherford, Sequatchie, VanBuren, Warren, Wayne, White, and Williamson Counties, must provide comprehensive evaluations under Tennessee law and in accordance with procedures of the Tennessee Department of Mental health and Developmental Disabilities (TDMHDD). Evaluations may be conducted upon order from the Juvenile Courts of these counties by an alternate provider in the case of conflict of interest or other special considerations with the prior approval of the TDMHDD. This Contractor may provide comprehensive evaluations upon orders from Juvenile Courts of counties other than those listed herein with prior approval from the TDMHDD. Specific laws and procedures include:" (list follows with A.3.b-k).

2. The text of Contract Section B.1. is deleted in its entirety and replaced with the following:

B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2005 and ending on June 30, 2009. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

3. The text of Contract Section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Four Million Two Hundred Two Thousand Dollars (\$4,202,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The revisions set forth herein shall be effective July 1, 2008. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

First Hospital Corporation of Chattanooga:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

Department of Mental Health and Developmental Disabilities:

Virginia Trotter Betts, MSN, JD, RN, FAAN, Commissioner

DATE

APPROVED:

**M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION**

DATE

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

CONTRACT SUMMARY SHEET

070407

R. J#	Contract #
339.08-003	FA-06-16411-05
State Agency	State Agency Division
Department of Mental Health and Developmental Disabilities	Division of Policy and Legislation
Contractor Name	Contractor ID # (FEIN or SSN)
First Hospital Corporation of Chalanoooga	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 62-1575325-00

Service Description

Forensic for inpatient juvenile court ordered evaluations

Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
1-Jul-05	30-Jun-08	Vendor	N/A

Mark Each TRUE Statement

<input checked="" type="checkbox"/> Contractor is on STARS	<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts
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Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
339.08	00129	134734	11	N/A	N/A
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006	\$ 1,063,000.00				\$ 1,063,000.00
2007	\$ 1,313,000.00				\$ 1,313,000.00
2008	\$ 1,313,000.00				\$ 1,313,000.00
					\$ -
					\$ -
					\$ -
TOTAL:	\$ 3,689,000.00	\$ -	\$ -	\$ -	\$ 3,689,000.00

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Gene Wood, 615-532-6676
2006	\$ 1,063,000.00		State Agency Budget Officer Approval
2007	\$ 1,313,000.00		
2008	\$ 513,000.00	\$ 800,000.00	
			Funding Certification (certification required by T.C.A. § 9-4-5113 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL:	\$ 2,889,000.00	\$ 800,000.00	
End Date	30-Jun-08	30-Jun-08	

Contractor Ownership (complete only for base contracts with contract # prefix FA or GR)

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> NOT Minority/Disadvantaged

Contractor Selection Method (complete for ALL base contracts—N/A for amendments or delegated authorities)

<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation*	<input type="checkbox"/> Alternative Competitive Method*
<input type="checkbox"/> Non-Competitive Negotiation*	<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)	

Procurement Process Summary (complete for Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

AMENDMENT FIVE
TO FA-06-16411-00

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Mental Health and Developmental Disabilities, hereinafter referred to as the "State" and First Hospital Corporation of Chattanooga, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section C.1 is deleted in its entirety and replaced with the following:


C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Million Six Hundred Eighty-Nine Thousand Dollars (\$3,689,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The revisions set forth herein shall be effective November 30, 2007. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

First Hospital Corporation of Chattanooga:



10/18/07

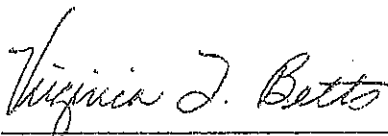
CONTRACTOR SIGNATURE

DATE

Stephanie E. Austin, C.E.O.

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

Department of Mental Health and Developmental Disabilities:



10-22-07

Virginia Trotter Betts, MSN, JD, RN, FAAN, Commissioner

DATE

APPROVED:

M.D. Goetz, Jr. IKW

OCT 25 2007

M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE

John G. Morgan

10/26/07

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

REVISED**CONTRACT SUMMARY SHEET**


021406

RFS #	Contract #
339.08-003	FA-06-16411-04
State Agency	State Agency Division
Tennessee Department of Mental Health and Developmental Disabilities	Division of Policy and Legislation
Contractor Name	Contractor ID # (FEIN or SSN)
First Hospital Corporation of Challoanooga	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 62-1575325-00

Service Description			
Forensic for inpatient juvenile court ordered evaluations			
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
1-Jul-05	30-Jun-08	Vendor	

Mark Each TRUE Statement

<input checked="" type="checkbox"/> Contractor is on STARS	<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts				
Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
339.08	00129	134734	11		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006	\$ 1,063,000.00				\$ 1,063,000.00
2007	\$ 1,313,000.00				\$ 1,313,000.00
2008	\$ 513,000.00				\$ 513,000.00
					\$ -
					\$ -
					\$ -
TOTAL:	\$ 2,889,000.00	\$ -	\$ -	\$ -	\$ 2,889,000.00

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Gene Wood, 12th Floor, Andrew Johnson Bldg. 615-532-6676
2006	\$ 1,063,000.00		State Agency Budget Officer Approval
2007	\$ 1,213,000.00	\$ 100,000.00	
2008	\$ 613,000.00	-100,000.00	
			Funding Certification (certification required by T.C.A. § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL:	\$ 2,889,000.00	0	
End Date	30-Jun-07	30-Jun-08	

Contractor Ownership (complete only for base contracts with contract # prefix FA or GR)			
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business <input checked="" type="checkbox"/> NOT disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—
Contractor Selection Method (complete for ALL base contracts—N/A to amendments or delegated authorities)			
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method	
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)	<input type="checkbox"/> Other	
Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)			

JUL 13

CONTRACT SUMMARY SHEET

021406

RFS # <div style="text-align: center; font-weight: bold;">339.08-003</div>	Contract # <div style="text-align: center; font-weight: bold;">FA-06-16411-04</div>
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State Agency Tennessee Department of Mental Health and Developmental Disabilities	State Agency Division Division of Policy and Legislation
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Contractor Name First Hospital Corporation of Chattanooga	Contractor ID # (FEIN or SSN) <div style="display: flex; align-items: center;"> <input type="checkbox"/> C- or <input checked="" type="checkbox"/> X V- 62-1575325-00 </div>
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Service Description Forensic for Inpatient juvenile court ordered evaluations

Contract BEGIN Date 1-Jul-05	Contract END Date 30-Jun-08	Subrecipient or Vendor? Vendor	CFDA #
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Mark Each TRUE Statement <input checked="" type="checkbox"/> Contractor is on STARS		<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts	
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Allocation Code 339.08	Cost Center 00129	Object Code 134734	Fund 11	Funding Grant Code	Funding Subgrant Code
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FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006	\$ 1,063,000.00				\$ 1,063,000.00
2007	\$ 1,213,000.00				\$ 1,213,000.00
2008	\$ 613,000.00				\$ 613,000.00
					\$ -
					\$ -
					\$ -
TOTAL	\$ 2,889,000.00	\$ -	\$ -	\$ -	\$ 2,889,000.00

COMPLETE FOR AMENDMENTS ONLY	State Agency Fiscal Contact & Telephone #
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FY 2006	Base Contract & Prior Amendments \$ 1,063,000.00	THIS Amendment ONLY	Gene Wood, 12th Floor, Andrew Johnson Bldg. 615-532-6676
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2007	\$ 1,213,000.00		State Agency Budget Officer Approval
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2008	\$ 613,000.00		
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Funding Certification (certification required by T.C.A. § 9-4-5113 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

TOTAL	\$ 2,276,000.00	\$ 613,000.00	
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End Date	30-Jun-07	30-Jun-08	
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Contractor Ownership (complete only for base contracts with contractor ID # FA or 25)
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<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input checked="" type="checkbox"/> NOT disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged	

Contractor Selection Method (complete for ALL base contracts—N/A to amendments or delegated authorities)

<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method	<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)	<input type="checkbox"/> Other
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Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)
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APR 23

**AMENDMENT FOUR
TO FA-06-16411-00**

This Contract, by and between the State of Tennessee, Department of Mental Health and Developmental Disabilities, hereinafter referred to as the State, and First Hospital Corporation of Chattanooga, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section B.1. in its entirety and insert the following in its place:

B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2005 and ending on June 30, 2008. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
2. Delete Section C.1. in its entirety and insert the following in its place:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Million Eight Hundred Eighty-Nine Thousand Dollars (\$2,889,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

FIRST HOSPITAL CORPORATION OF CHATTANOOGA:

B. J. Bryson CEO 3-12-07
NAME AND TITLE DATE

Brent J. Bryson, CEO
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY

DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES:

Virginia J. Betts 3-17-07
Virginia Trotter Betts, MSN, JD, RN, FAAN, Commissioner DATE

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr. 1KW APR 17 2007
M. D. GOETZ, JR., COMMISSIONER DATE

COMPTROLLER OF THE TREASURY:

John G. Morgan 4-20-07
JOHN G. MORGAN, COMPTROLLER OF THE TREASURY DATE

CONTRACT SUMMARY SHEET

010806

Contract #	
339.08-003-07	FA-06-16411-03
State Agency	
TDMHDD	
Contractor Name	
First Hospital Corporation of Chattanooga	
<div style="display: flex; justify-content: space-around; align-items: center;"> C- or x V- 62-1575325-00 </div>	

Service Description	
Forensic for inpatient juvenile court ordered evaluations	

Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
1-Jul-05	30-Jun-07	Vendor	

Mark Each TRUE Statement	
<input checked="" type="checkbox"/> Contractor is on STARS	<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
339.08	00129	134734	11		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006	\$ 1,063,000.00		OCR RELEASED		\$ 1,063,000.00
2007	\$ 1,213,000.00		DEC 21 2006		\$ 1,213,000.00
			TO ACCOUNTS		\$ -
					\$ -
					\$ -
					\$ -
TOTAL	\$ 2,276,000.00	\$ -	\$ -	\$ -	\$ 2,276,000.00

COMPLETE FOR AMENDMENTS ONLY			State Agency Fiscal Contact & Telephone	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Gene Wood, 12th Floor, Andrew Johnson Tower, 615-532-6676	
2006	\$ 1,063,000.00		State Agency Budget Officer Approval	
2007	\$ 613,000.00	\$ 600,000.00		
			<small>Funding Certification (certification required by TCA § 9-4-509) must be included in the appropriation from which the obligated expenditure is required to be paid. If a budget officer is authorized to pay obligations previously incurred.</small>	
TOTAL	\$ 1,676,000.00	\$ 600,000.00		
End Date	30-Jun-07	30-Jun-07		

Contractor Ownership (complete only for base contracts with contractor solely owned)					
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input checked="" type="checkbox"/> Small Business	NOT disadvantaged	
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	OTHER minority/disadvantaged—		
Contractor Selection Method (complete only for base contracts; N/A to amendments or delegated authorities)					
<input type="checkbox"/> RFP	<input checked="" type="checkbox"/> Competitive Negotiation	Alternative Competitive Method			
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (GG or GU)	Other			

Procurement Process Summary (complete only for Alternative Method Competitive Negotiation, Non-Competitive Negotiation, or Other)

Tennessee Department of Mental Health and Developmental Disabilities (TDMHDD) secured a contract with First Hospital Corporation of Chattanooga in Spring 2005 through a Request for Proposal (RFP) number 339.08-096 for forensic inpatient juvenile court-ordered evaluations as stated in Tennessee Code Annotated (TCA) 37-1-128.

**Amendment Three
To Contract Number FA-06-16411-00**

This Contract, by and between the State of Tennessee, Department of Mental Health and Developmental Disabilities, hereinafter referred to as the State, and First Hospital Corporation of Chattanooga, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section C.1 in its entirety and insert the following in its place:
- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two million two hundred seventy-six thousand dollars (\$2,276,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

First Hospital Corporation of Chattanooga:

Kim Mairs RN, Director of Nursing / Interim Administrator 11/28/06
Name and Title DATE

Kim Mairs RN, Director of Nursing / Interim Administrator
Printed Name and Title of Contractor Signatory

Tennessee Department of Mental Health and Developmental Disabilities:

Virginia J. Betts 11-30-06
Virginia Trotter Betts, MSN, JD, RN, FAAN, Commissioner DATE

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr. / KW DEC 13 2006
M. D. GOETZ, JR., COMMISSIONER DATE

COMPTROLLER OF THE TREASURY:

John G. Morgan 12/19/06
JOHN G. MORGAN, COMPTROLLER OF THE TREASURY DATE

Res:						Contract #									
339.08-003						FA-06-16411-02									
State Agency						State Agency Division									
TDMHDD						Office of Policy and Legislation									
Contractor Name															
First Hospital Corporation of Chattanooga						C-		or		X V-		62-1575325-00			
Service Description															
Forensic for Inpatient juvenile court ordered evaluations															
Contract BEGIN Date				Contract END Date				Subrecipient or Vendor?				CFDA #			
1-Jul-05				30-Jun-07				Vendor							
Mark Each TRUE Statement															
<input checked="" type="checkbox"/> Contractor Is on STARS						<input checked="" type="checkbox"/> Contractor's Form W-9 Is on file in Accounts									
Allotment Code		Cost Center		Object Code		Fund		Funding Grant Code		Funding Subgrant Code					
339.08		00129		134734		11									
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount										
2006	\$ 1,063,000.00				\$ 1,063,000.00										
2007	\$ 613,000.00				\$ 613,000.00										
					\$ -										
					\$ -										
					\$ -										
					\$ -										
TOTAL	\$ 1,676,000.00	\$ -	\$ -	\$ -	\$ 1,676,000.00										
COMPLETE FOR AMENDMENTS ONLY						State Agency Fiscal Contact & Telephone									
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Gene Wood, 12th Floor, Andrew Johnson Tower, 615-532-6676												
2006	\$ 1,063,000.00		State Agency Budget Officer Approval												
2007		\$ 613,000.00	<i>Gene Wood</i>												
			Funding Certification certification required by TCA § 4-5-111 that there is a balance in the appropriation from which the obligated expenditures are required to be paid that is sufficient to pay obligations previously incurred.												
TOTAL	\$ 1,063,000.00	\$ 613,000.00													
End date	30-Jun-06		30-Jun-07												
Contractor Ownership (complete only for base contracts with contract prefix FA or CP)															
<input type="checkbox"/> African American		<input type="checkbox"/> Person w/ Disability		<input type="checkbox"/> Hispanic		<input type="checkbox"/> Small Business		<input checked="" type="checkbox"/> NOT disadvantaged							
<input type="checkbox"/> Asian		<input type="checkbox"/> Female		<input type="checkbox"/> Native American		<input type="checkbox"/> OTHER minority/disadvantaged—									
Contractor Selection Method (complete for ALL base contracts—N/A to amendments or delegated authorities)															
<input type="checkbox"/> RFP		<input checked="" type="checkbox"/> Competitive Negotiation		<input type="checkbox"/> Alternative Competitive Method											
<input type="checkbox"/> Non-Competitive Negotiation		<input type="checkbox"/> Negotiation w/ Government (GG or GU)		<input type="checkbox"/> Other											
Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)															
Tennessee Department of Mental Health and Developmental Disabilities (TDMHDD) secured a contract with First Hospital Corporation of Chattanooga in Spring 2005 through a Request for Proposal (RFP) number 339.08-096 for Forensic inpatient court-ordered evaluations as stated in Tennessee Code Annotated (TCA) 37-1-128. MAY - 2 2008															

AMENDMENT 02
TO CONTRACT FA-06-16411-00

This Contract, by and between the State of Tennessee, Department of Mental Health and Developmental Disabilities, hereinafter referred to as the State, First Hospital Corporation of Chattanooga, hereinafter referred to as the Contractor, is hereby amended as follows:

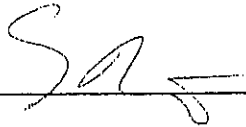
1. Delete Section B.1. in its entirety and insert the following in its place:
 - B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2005 and ending on June 30, 2007. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
2. Delete Section C.1. in its entirety and insert the following in its place:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one million six hundred seventy-six thousand dollars (\$1,676,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The other terms and conditions of this CONTRACT not amended hereby shall remain in full force and effect.

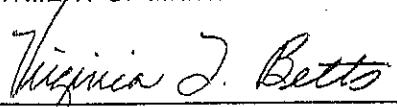
IN WITNESS WHEREOF:

FIRST HOSPITAL CORPORATION OF CHATTANOOGA:


Lynn Askew, Administrator

 4/6/06
Date

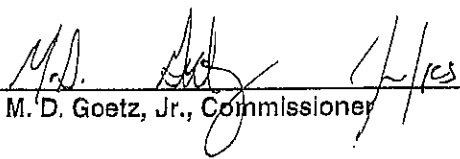
DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES:


Virginia Trotter Betts, MSN, JD, RN, FAAN, Commissioner

4-17-06
Date

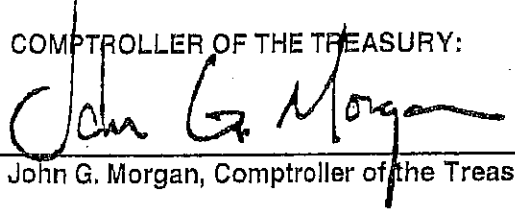
APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:


M. D. Goetz, Jr., Commissioner

4/25/04
Date

COMPTROLLER OF THE TREASURY:


John G. Morgan, Comptroller of the Treasury

4/29/06
Date

CONTRACT SUMMARY SHEET

010606

RFS# 339.08-003				Contract# FA-06-16411-001			
State/Agency TDMHDD				State/Agency Division Office of Policy, Forensics, and Criminal Justice, and Consumer Affairs			
Contractor Name First Hospital Corporation of Chattanooga				<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 62-1575325-00			
Service Description Forensic for Inpatient juvenile court ordered evaluations							
Contract BEGIN Date 1-Jul-05		Contract END Date 30-Jun-06		Subrecipient or Vendor? Vendor		CFDA#	
Mark Each TRUE Statement							
<input checked="" type="checkbox"/> Contractor is on STARS				<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
Allocation Code 339.08	Cost Center 00129	Object Code 134734	Fund 11	Funding Grant Code	Funding Subgrant Code		
FY 2006	State \$ 1,063,000.00	Federal	Interdepartmental	Other	TOTAL Contract Amount \$ 1,063,000.00		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
TOTAL	\$ 1,063,000.00	\$ -	\$ -	\$ -	\$ 1,063,000.00		
COMPLETE FOR AMENDMENTS ONLY				State/Agency Fiscal Contact & Telephone			
FY 2006	Base Contract & Prior Amendments \$ 613,000.00	THIS Amendment ONLY \$ 450,000.00	Gene Wood, 12th Floor, Andrew Johnson Tower, 615-532-6676 				
			State/Agency Budget Office Approval				
			MAR 22 2006				
			Funding Certification/Certification required by TCA § 10-2-15, § 10-2-16, § 10-2-17, § 10-2-18, § 10-2-19, § 10-2-20, § 10-2-21, § 10-2-22, § 10-2-23, § 10-2-24, § 10-2-25, § 10-2-26, § 10-2-27, § 10-2-28, § 10-2-29, § 10-2-30, § 10-2-31, § 10-2-32, § 10-2-33, § 10-2-34, § 10-2-35, § 10-2-36, § 10-2-37, § 10-2-38, § 10-2-39, § 10-2-40, § 10-2-41, § 10-2-42, § 10-2-43, § 10-2-44, § 10-2-45, § 10-2-46, § 10-2-47, § 10-2-48, § 10-2-49, § 10-2-50, § 10-2-51, § 10-2-52, § 10-2-53, § 10-2-54, § 10-2-55, § 10-2-56, § 10-2-57, § 10-2-58, § 10-2-59, § 10-2-60, § 10-2-61, § 10-2-62, § 10-2-63, § 10-2-64, § 10-2-65, § 10-2-66, § 10-2-67, § 10-2-68, § 10-2-69, § 10-2-70, § 10-2-71, § 10-2-72, § 10-2-73, § 10-2-74, § 10-2-75, § 10-2-76, § 10-2-77, § 10-2-78, § 10-2-79, § 10-2-80, § 10-2-81, § 10-2-82, § 10-2-83, § 10-2-84, § 10-2-85, § 10-2-86, § 10-2-87, § 10-2-88, § 10-2-89, § 10-2-90, § 10-2-91, § 10-2-92, § 10-2-93, § 10-2-94, § 10-2-95, § 10-2-96, § 10-2-97, § 10-2-98, § 10-2-99, § 10-2-100.				
TOTAL	\$ 613,000.00	\$ 450,000.00	MAR 27 2006				
End Date	30-Jun-06	30-Jun-06					
Contractor Ownership (complete only for base contracts with contractor ID only, FA or CH)							
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input checked="" type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input checked="" type="checkbox"/> NOT disadvantaged			
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—				
Contractor Selection Method (complete for ALL base contracts - N/A to amendments or delegated authorities)							
<input type="checkbox"/> RFP	<input checked="" type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method					
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (GG or GU)	<input type="checkbox"/> Other					
Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, or Other)							

Tennessee Department of Mental Health and Developmental Disabilities (TDMHDD) secured a contract with First Hospital Corporation of Chattanooga in Spring 2005 through a Request for Proposal (RFP) number 339.08-090 for Forensic Inpatient court-ordered evaluations as stated in Tennessee Code Annotated (TCA) 37-1-128.

MAY - 2 2006

**AMENDMENT 01
TO CONTRACT FA-06-16411-00**

This Contract, by and between the State of Tennessee, Department of Mental Health and Developmental Disabilities, hereinafter referred to as the State, and First Hospital Corporation of Chattanooga, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section C.1. in its entirety and insert the following in its place:


C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one million sixty-three thousand dollars (\$1,063,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The other terms and conditions of this CONTRACT not amended hereby shall remain in full force and effect.

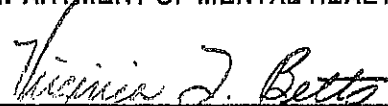
IN WITNESS WHEREOF:

FIRST HOSPITAL CORPORATION OF CHATTANOOGA


Lynn Askew, Administrator

March 2, 2006
Date

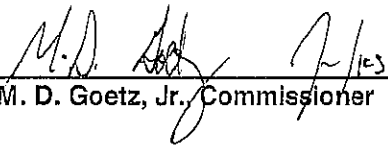
DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES:


Virginia Trotter Betts, MSN, JD, RN, FAAN, Commissioner

3-9-06
Date

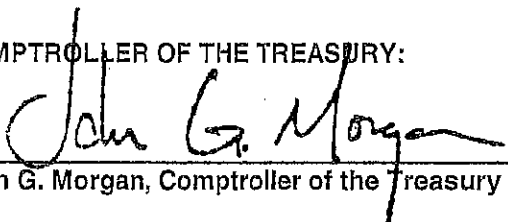
APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:


M. D. Goetz, Jr., Commissioner

3/21/06
Date

COMPTROLLER OF THE TREASURY:


John G. Morgan, Comptroller of the Treasury

3/23/06
Date

CONTRACT SUMMARY SHEET

RFS Number	339.08-090-003	Contract Number	FA-06-16411-02
State Agency	TDMHDD	Division	Office of Special Populations

Contractor		Contractor Identification Number	
First Hospital Corporation of Chattanooga	x	V-	62-1575325-00
		C-	

Service Description

State funding for forensic inpatient juvenile court ordered evaluations

Contract Begin Date	Contract End Date
July 1, 2005	June 30, 2006

Alignment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
339.08	00129	134734	11	on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (Include ALL Amendments)
2006	\$613,000.00				\$613,000.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total	\$613,000.00	\$0.00	\$0.00	\$0.00	\$613,000.00

FD Number	Check in box (below) ONLY if the answer is YES
State Fiscal Contract	Is the contractor a SUBRECIPIENT? (per OMB A-133)
Name	Gene Wood
Address	Is the contractor a VENDOR? (per OMB A-133)
Phone	Is the Fiscal Year Funding STRICTLY LIMITED?
	Is the Contractor on STARS?
Procuring Agency Budget Officer Signature	Is the Contractor's Form W-9 ATTACHED?
	Is the Contractor's Form W-9 filled with Accounts?

Gene Wood

COMPLETE FOR ALL AMENDMENTS (only)		
End Date	Base Contract & Prior Amendments	This Amendment ONLY
Totals	\$0.00	\$0.00

Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

RECEIVED
2005 JUN 28 PM 2:53
COMPTROLLER'S OFFICE
OFFICE OF
MANAGEMENT SERVICES

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES
AND
FIRST HOSPITAL CORPORATION OF CHATTANOOGA**

This Contract, by and between the State of Tennessee, Department of Mental Health and Developmental Disabilities, hereinafter referred to as the "State" and First Hospital Corporation of Chattanooga, hereinafter referred to as the "Contractor," is for the provision of Inpatient Juvenile Court-Ordered Evaluation Services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation.

The Contractor's address is:

7351 Standifer Gap Road
Chattanooga, TN 37421

The Contractor's place of incorporation or organization is Virginia.

- A. SCOPE OF SERVICES: Inpatient Juvenile Court-Ordered Evaluation Services
- A.1. General Information and Requirements
- A.1.a. Children appropriate for admission to inpatient /residential treatment facility will be six (6) through eighteen (18) years of age. These children will typically have multiple mental health and behavioral treatment needs and/or have a documented need for ongoing intensive mental health treatment. They may have characteristics such as exhibiting self-harm, making suicidal threats or gestures, exhibiting psychotic behaviors, or exhibiting assaultive behavior. There may be a history of polysubstance abuse or dependence and inappropriate sexual behavior. Children may be charged with violent felony offenses including sex offenses. There may be occasions when a youth 18 or over may be court-ordered for an evaluation if the offense he or she is charged with occurred prior to his or her birthday.
- A1.b. Children may require ongoing administration and medical supervision of psychotropic medication, which will necessitate ready access to appropriately licensed professionals, pharmacy, and laboratory services. Volatile situations may be encountered that require appropriate intervention.
- A.1.c. Treatment program must be offered in a hardware secure, self-contained, staff intensive setting which offers constant adult supervision.
- A.2. Basic components of service to be provided by the Contractor, as necessary:
- A.2.a. Comprehensive assessment of the child, if not current (i.e., physical, psychiatric, psychological, social, academic, nutritional, routine speech, vision, and hearing). Current is defined as within the last 12 months.
- A.2.b. Behavioral management system of behavioral goals and continual assessment of progress,
- A.2.c. Psychotropic medication administration and management,
- A.2.d. Routine pediatric care including laboratory, pharmacy, radiology, and EEG, as indicated,

- A.2.e. Social Skills training, and
- A.2.f. Tennessee Department of Education approved educational program, including regular, special remedial, and vocational instruction.
- A.3. Juvenile Court-Ordered Evaluation Components to be provided by the Contractor.
 - A.3.a. The Contractor, upon order of the Juvenile Courts of Bedford, Bledsoe, Bradley, Cannon, Coffee, DeKalb, Franklin, Giles, Grundy, Hamilton, Lawrence, Lincoln, Marion, Marshall, Maury, Moore, Rutherford, Sequatchie, VanBuren, Warren, Wayne, White, and Williamson Counties, must provide comprehensive evaluations under Tennessee law and in accordance with procedures of the Tennessee Department of Mental Health and Developmental Disabilities (TDMHDD). Specific laws and procedures include:
 - A.3.b. Court-ordered evaluations and treatment provided in an inpatient/residential treatment setting for minors charged with offenses which would be a felony if committed by adults and who are under the jurisdiction of the juvenile court Tennessee Code Annotated (T.C.A.), Section 37-1-128.
 - A.3.c. "Comprehensive evaluation" includes the following, depending upon the requirements of the individual case:
 - a. obtaining a social history (which must include an interview with the minor, as well as interviews with any significant source available, such as relatives, close friends, defense attorney, or district attorney),
 - b. a clinical interview relevant to legal issues ordered, including the person's competency to stand trial or mental condition at the time of the alleged offense, if ordered,
 - c. providing a psychological evaluation including pertinent psychological testing,
 - d. providing a psychiatric examination,
 - e. prescribing medication, as indicated, and
 - f. responding to the specific request of the court order.
 - A.3.d. Reporting of the results of any evaluation in writing to the court ordering such evaluation.
 - A.3.e. Completion of juvenile court-ordered evaluations within thirty (30) days of admission. Any exceptions must be approved in writing by the TDMHDD.
 - A.3.f. Assurance that staff performing juvenile court-ordered evaluations meet the minimum qualification of TDMHDD.
 - A.3.g. The Contractor must provide, as appropriate, interpreters for those juveniles that speak inadequate English to complete an evaluation or who are hearing or visually impaired.
 - A.3.h. The Contractor must provide, as appropriate, expert testimony significant to the comprehensive evaluation.
 - A.3.i. If forensic evaluation is included in the T.C.A., Section 37-1-128 order, the Contractor must comply with the additional requirements for forensic evaluations detailed in Section A.4.
 - A.3.j. The Contractor must comply with T.C.A., Titles 33 and 37, as they relate to juvenile court-ordered evaluations, and juvenile performance standards as developed by the Forensic staff in the Office of Special Populations as they relate to juvenile court-ordered evaluations.

- A.3.k. The Contractor must work with the TDMHDD, Office of Special Populations, to assure training of professional staff to perform juvenile court-ordered evaluation services.
- A.3.l. The Contractor must document procedures for juvenile court-ordered evaluations in the facility's Policy and Procedure manual.
- A.4. Forensic Evaluations to be provided by the Contractor:
 - A.4.a. The Contractor must provide the forensic components of comprehensive evaluations, as requested by the court, which include the following:
 - A.4.a.1. Competency to stand trial upon receipt of an order from the court. Persons performing these evaluations must meet the minimum qualifications as set forth in the TDMHDD Rule Number 0940-3-3-.07.
 - A.4.a.2. Mental condition at the time of the alleged offense upon receipt of an order from the court. Persons performing these evaluations must meet the minimum qualifications as set forth in TDMHDD Rule Number 0940-3-3-.09.
 - A.4.a.3. Both competency to stand trial and mental condition at the time of the alleged offense upon receipt of an order from the court. Persons performing these evaluations must meet the minimum qualification as set forth in TDMHDD Rule Numbers 0940-3-3-.07 and .09.
 - A.4.a.4. The Contractor must assure a licensed physician participates in all capital offense cases.
 - A.4.a.5. The Contractor must provide, as appropriate, expert testimony significant to the forensic evaluation.
 - A.5. Psychosexual Evaluations to be provided by the Contractor:
 - A.5.a. Staff performing psychosexual evaluations must meet the guidelines set by the Tennessee Department of Corrections Sex Offender Treatment Board.
- A.6. Juvenile Court-Ordered Evaluation Reporting Requirements to be provided by the Contractor:
 - A.6.a. The Contractor must submit the following to TDMHDD, Office of Special Populations, within the time frames indicated by each item:
 - A.6.a.1 The Inpatient Juvenile Services Invoice (Attachment 1) is submitted along with billing documents to TDMHDD within forty-five calendar days of the end of the month in which the services was provided.
 - A.6.a.2. Within 24 hours of admission:
 - a. the court order,
 - b. the Juvenile Intake Report (Attachment 2) and
 - c. the physician's psychiatric evaluation
 - A.6.a.3. On or prior to the 15th day of hospitalization, the Juvenile Services Team Meeting Progress Note (Attachment 3), that includes:
 - a. mental status,
 - b. status of the evaluation process, including, as appropriate, issues related to competency, mental condition (insanity defense), committability, psychosexual, diagnosis, treatment, and continued service recommendations,
 - c. the discharge plan, and
 - d. problem identification (including difficulty with the courts, discharge planning, etc.)
 - A.6.a.4. On or prior to the 15th day of hospitalization, the completed Recommendations for Continued Services (RCS) form (Attachment 4) that includes:
 - a. recommendations for type of service,

- b. information under "Comment Section" that provides clarification and supportive documentation for the recommendation services.

A.6.a.5. The completed RCS form should be sent to:

- a. Regional TennCare Representative with the Health Advocacy Division of the Department of Children Services (DCS),
- b. Behavioral Health Organization (BHO) care manager, and
- c. TDMHDD, Office of Special Populations

A.6.a.6. Between the 15th and 22nd day of hospitalization, an additional Juvenile Services Treatment Team Progress Note to include:

- a. mental status,
- b. status of the evaluation process, including, as appropriate, issues related to competency, insanity, committability, psychosexual, diagnosis, treatment, and continued service recommendations,
- c. the discharge plan, and
- c. problem identification (including difficulty with the courts, discharge planning, etc.)

A.6.a.7. A revised RCS form and Juvenile Services Treatment Team Progress Note, if applicable should be completed to include:

- a. any changes in the previous recommended services and mental status
- b. information to support the changes in the previous recommended services

A.6.a.8. The revised RCS form should be sent to:

- a. Regional TennCare Representative with the Health Advocacy Division of the Department of Children Services (DCS),
- b. Behavioral Health Organization (BHO) care manager, and
- c. TDMHDD, Office of Special Populations

A.6.a.9. Within 48 working hours of discharge, the following must be forwarded to TDMHDD, Office of Special Populations:

- a. the Inpatient Agency Juvenile Data Report (Attachment 5), to include appointments for follow-up care management and mental health services, if indicated,
- b. the discharge plan,
- c. the letter to the court, and
- d. evaluation reports (juvenile evaluation, psychological, forensic, psychosexual and any additional reports completed in response to requests by the juvenile court)

A.7. The Contractor shall comply with standards of juvenile court-ordered evaluations.

A.8. The Contractor shall comply with annual monitoring of standards, if indicated by the TDMHDD.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2005 and ending on June 30, 2006. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that the State notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed six hundred thirteen thousand dollars (\$613,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

SERVICE	PAYMENT RATE PER DAY/PER SERVICE RECIPIENT
INPATIENT JUVENILE COURT ORDERED EVALUATION SERVICES	<u>\$365.00</u>

The Contractor shall not be compensated for travel time to the primary location of service provision.

The Contractor shall submit monthly invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, include the name of the Contractor, the name of the individual supported, the number of days the individual received inpatient services, the applicable Payment Rate, the total compensation requested for the individual, and the total amount due the Contractor for the period invoiced.

A billable day shall be defined as a calendar day in which the patient occupies a bed at the hour of midnight, 24:00, of that calendar day. (i.e. A patient is admitted on Day 1 and discharged on Day 15, total billable days are 14, because the patient was not occupying a bed at 24:00 on day 15.) The Contractor must submit the monthly invoice to the TDMHDD for inpatient juvenile evaluations only for certified inpatient days within a single calendar month. This invoice, in form and substance acceptable to the State (Attachment #1), must be submitted within forty-five (45) days of the month in which the service was provided. Submission of invoices beyond the 45-day timeframe will be denied payment.

- C.4. Interpreter Compensation. The State shall reimburse the contractor for the actual cost of documented certified interpreter services at a maximum rate of up to \$100 per hour for up to fifteen (15) hours per service recipient. Any other use of the interpreter will be the responsibility of the contract agency. Contractor shall submit documentation of certified interpreter services expenses specifying the name of vendor used for certified interpreter services, the patient requiring the services, the hours of service used, hourly rate, and total billed amount, with the monthly invoice.

- C.5. Travel Compensation. Compensation to the Contractor is mileage for interpreter services only and shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:
- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or

gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees

hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under ***Tennessee Code Annotated***, Sections 9-8-101 through 9-8-407.

- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Gene Wood, Director of Budget
Department of Mental Health and Developmental Disabilities
Andrew Johnson Tower, Twelfth Floor
710 James Robertson Parkway
Nashville, Tennessee 37243
Telephone Number 615-532-6676
Facsimile Number 615-532-6629

The Contractor:

Charles Dickens, Administrator/CEO
First Hospital Corporation of Chattanooga
7351 Standifer Gap Road
Telephone number: 423-499-9007
Facsimile number: 423-499-9757

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the

State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.5. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.7. Public Accountability. If this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees to display a sign stating:

"NOTICE: This Contractor is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public passes to receive State funded services.

E.8. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this

Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.9. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

E.10. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

E.11. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in **Tennessee Code Annotated**, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

E.12. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and

- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

E.13 HIPAA Compliance. The State and contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the contract so that both parties will be in compliance with HIPAA.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

IN WITNESS WHEREOF:

FIRST HOSPITAL CORPORATION OF CHATTANOOGA:

Charles Dickens
Charles Dickens, Administrator/CEO

5-17-05
Date

DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES:

Virginia T Betton 6-20-05
Virginia Trotter Betts, MSN, JD, RN, FAAN, Commissioner Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr.
M. D. Goetz, Jr., Commissioner

JUN 27 2005
Date

COMPTROLLER OF THE TREASURY:

John G. Morgan
John G. Morgan, Comptroller of the Treasury

7-1-05
Date

INPATIENT JUVENILE SERVICES INVOICE

Attachment 1

Facility _____

Month _____ Year _____

Name of Service Recipient	Social Security Number	Admission Date	Discharge Date	Length of Stay (# of days)	Amount Billed	Amount Approved for Payment by TDMHDD (For TDMHDD use only)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
TOTAL THIS PAGE						

Inpatient Forensic Coordinator/Financial or Reimbursement Representative _____ Date _____

TDMHDD Forensic Services Approval _____ Date _____

JUVENILE INTAKE REPORT

Name of Inpatient Facility

Date of Admission		Medical Record Number		Time of Admission	
Service Recipient's Name				Social Security #	
Date of Birth		Age		Sex	Race
TennCare (Y/N)		Begin date		TennCare End date	
IMCO		BHO		Commercial Insurance	
Contact Person		Referral Source		County	Phone
Service Recipient's Current Location				County of Charge(s)	
Address				Phone	
Charge(s) including date					
Date of Court Hearing (if known)					
Court Order requests the following:	Evaluation		Commitability		Competency
Psychosexual		A&D Assessment		MP Assessment	Other (specify)
Legal Status for Admission:		Yes	X	No	Previous Legal Status
TCA § 37-1-128					
Clinical Information (rationale for inpatient referral)					
Medical Issues/Current Medications					
OUTPATIENT			INPATIENT		
Juvenile Court Judge			Juvenile Court Judge		
Youth Service Officer			Youth Service Officer		
DCS Contact			DCS Contact		
Attending Physician			Unit/Program		
Signature of Intake Person			Date Completed		

JUVENILE SERVICES TEAM MEETING PROGRESS NOTE

Name of Inpatient Facility

Service Recipient				SSN			Medical Record #		
Admission Date			Sex		Age		Date of Birth		Program & Unit
Judge				Court				Court Order #	
Legal Status	\$37-1-128	30 Days End		Hearing Date			Estimated Discharge Date		
Date RCS Form Sent to BHO/DCS			Outpatient Referral					Phone	

Current Axis I & Axis II Diagnoses

Current Medications

Status of Evaluation Process	Yes	No	Undetermined	NA
Evaluation/ Diagnosis				
Treatment Recommendations				
Service Recommendations				
Committable				
Competent to Stand Trial				
Support for Insanity Defense				
A&D Assessment				
Psychosexual				
MR Assessment				
Other (specify):				

Recommendations/Comments

Discharge Plan

Participants

Physician			Psychologist			Social Worker		
Recorded by				Date				

RECOMMENDATIONS FOR CONTINUED SERVICES**Name of Inpatient Facility****Identifying Information**

Patient				SSN				Medical Record #			
Address				Phone				Facility Code			
Admission Date		Sex		Age		Date of Birth		Race			
Name of Parent/Guardian/Caretaker						Home Phone			Work Phone		
Custody		Non-Custody		County of Charges				Hearing Date			

Insurance Information

Enrolled in TennCare	Yes		End Date		No		Pending		Commercial Insurance	Yes		No	
Name of Insurance/BHO Contact Person & Phone													
Name of DCS/CSA TennCare Representative & Phone													

Legal/Charges

Charges and Date of Charges													
Sex offense charge	Y		N		If Yes, list sex offense charge								
Psychosexual Requested	Y		N		Psychosexual Completed	Yes		No		Pending			

RECOMMENDATIONS

--	--	--	--	--	--	--	--	--	--	--	--	--	--

RTF	Y		N		If Yes, Indicate Type	MR		A&D		Sex Offender		Other	
-----	---	--	---	--	-----------------------	----	--	-----	--	--------------	--	-------	--

COMMENTS TO SUPPORT CLINICAL RECOMMENDATIONS

--	--	--	--	--	--	--	--	--	--	--	--	--	--

Participants

Name of Requesting Clinician						Date			
Facility/Services Coordinator/Contact Person						Telephone Number			
Recorded by						Date			

cc: BHO/DCS

Inpatient Facility Juvenile Data Report

Facility: _____

Facility Code: _____

Medical Record # (if applicable)

Patient Last Name

(PLEASE PRINT)

First Name

MI

Soc. Sec. #

 - -

Date of Birth:

 / /

mm / dd / yr

Age:

☐ Race: 1=White/Caucasian 2=African American 3=American Indian
4=Alaskan Native 5=Asian 6=Other _____

Sex: Male

☐

Female

☐

Requests (per court order)

____ Evaluation/Diagnosis/Committability

____ Treatment/Service Recommendations

☐ Court: 1=Juvenile

2=Other _____

____ Competency to Stand Trial

____ Mental Condition (Insanity Defense)

____ A&D Assessment ____ Psychosexual

____ MR assessment ____ Other, Specify

County _____

Nature of Proceedings

☐

Crime: 1=Capital 2=Violent Felony 3=Violent Felony: Sex Offense

4=Non-Violent Felony 5=Misdemeanor 6=Status Offense 7=Unknown

☐

Dependency/Neglect

Specify Charge(s): _____

CMHC Previously Providing Juvenile Evaluation: _____

 / /

mm / dd / yr

Date Court Order Received

 / /

mm / dd / yr

Date of Admission

 / /

mm / dd / yr

Date Letter Sent to the Court

 / /

mm / dd / yr

Date of Discharge

-----OUTCOME-----

Diagnosis: Axis I _____

Axis II _____

Axis III _____

Axis IV _____

Axis V _____

Competency: ☐

1=Yes, CMHC follow-up

4=No, CMHC follow-up

7=Deferred

2=Yes, no CMHC follow-up

5=No, Mentally Retarded

8=N/A

3=Yes, Residential Treatment

6=No, committable

9=N/A, discharged from elopement

Insanity Defense Supported: Yes ☐No ☐N/A ☐N/A, Discharged from Elopement ☐Committable: ☐

1=Yes, Mentally Ill

3=No, Referred to Community Services

5=No

2=Yes, Mentally Retarded

4=No, Referred to Residential Treatment Facility

6=N/A

Referred To:

☐

Community Mental Health Services

☐

Residential Treatment

☐

Residential Treatment with specialty program:

☐

Mental Retardation Services

☐

Sex Offender Services

☐

Substance Abuse Services

☐

Other _____

Other Recommendations: _____

Care Management/Follow-up Services: _____